

**IN THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT
OF ILLINOIS EASTERN DIVISION**

Eun Joo Bae)
on behalf of herself and all other)
Plaintiff similarly situated known and unknown,)
Plaintiff,) Case No. 15-cv-05782
v.) Judge Sharon Johnson Coleman
Seoul Supermarket Inc. and Suk Hui Park) Magistrate Judge Young B. Kim
Defendants.)

DECLARATION OF MANAGER HELEN KWAK

HELEN KWAK, under penalty of perjury and pursuant to 28 U.S.C. § 1746, hereby states and deposes:

1. My name is HELEN KWAK and I am the Manager of Seoul Supermarket, Inc. in the captioned case. I was also Plaintiff Eun Joo Bae's manager when she worked at the Supermarket.
2. I am over the age of eighteen years.
3. I have personal knowledge of the matters described herein, and if called to testify would testify consistently with these described matters.
4. On September 6, 2016, Plaintiff Eun Joo Bae sent a text message to me saying she wanted to talk to me. So I telephoned her.
5. Plaintiff then told me, on September 6, 2016, that she had told her Attorney Ryan Kim to end this matter, and that she was willing to settle for the amounts and terms that Defendants had offered in the final written settlement offer made during the settlement negotiations in front of Judge Kim during July 2016.

6. Plaintiff further told me during this conversation that her attorney Ryan Kim had not informed her of the increased payment amount that Defendants had offered Plaintiff, through Attorney Ryan Kim, subsequent to the settlement negotiations with Judge Kim.
7. During this same September 6, 2016, Plaintiff told me that she was very stressed about this lawsuit, and just wanted it to be over. She was willing to accept Defendants' final written offer made during the settlement negotiations with Judge Kim, without the additional payment sums later offered.
8. I called Plaintiff on November 10, 2016, to follow up on this. Again, Plaintiff told me that she simply wanted to settle this, on the terms of the final written offer that Defendants had made during the settlement negotiations with Judge Kim. Plaintiff said that she told Ryan Kim "As long as I have my [payment amount from the final written offer] I don't care about the rest of the settlement. Anything more [in financial payments] is yours. The [payment amount to Plaintiff in the original settlement offer] is okay with me."
9. Also during my November 10, 2016 telephone conversation with Plaintiff, Plaintiff told me that she would again speak to Ryan Kim about settling.
10. On November 14, 2016, Plaintiff called me and said that she had spoken with Attorney Ryan Kim after Plaintiff's November 10, 2016 telephone conversation with me. In this third conversation with Ryan Kim, Plaintiff told Ryan Kim, "Why can't I just get what the Magistrate Judge determined was fair [in the final settlement written offer]?" Ryan Kim told Plaintiff that he had already spent too much in this lawsuit. However, Ryan Kim said that he would "try to work

something out" with Defendants' attorneys, so that Plaintiff would get the amount from the final settlement offer.

11. Plaintiff said that when she first filed the lawsuit, she was very upset, because she thought that she was owed a lot of money. However, now Plaintiff regrets the lawsuit, and regrets the trouble she has caused to all of her friends/fellow employees and to Mrs. Park.
12. The purpose of Plaintiff's telephone call to Helen Kwak on November 14, 2016, was to report to Helen Kwak that Plaintiff had again spoken to Attorney Ryan Kim after the November 10, 2016 conversation, and to confirm to Helen Kwak that Plaintiff had again conveyed to Ryan Kim her desire to settle for the final written settlement amount.
13. After telling me that she had conveyed her desire to settle to Attorney Kim on October 28, 2016, Plaintiff also told me that she was now living in New York, working as a nanny, and simply wanted the amount guaranteed to her in Defendants' final settlement offer.
14. Ms. Bae indicated that she is willing to travel to Chicago to appear before the Judge to tell her/him in person that she wants to settle this as soon as possible, if needed.

I declare under penalty of perjury and pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct. Executed on:

November 15, 2016

/s/ Helen Kwak
Helen Kwak